

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

U.S. VENTURE, INC.
425 Better Way
Appleton, WI 54915,

COMPLAINT

Plaintiff,

Case No. 18-C-

vs.

PCBM MANAGEMENT COMPANY d/b/a
COUNTRY MART
1020 Country Lane #314
Ishpeming, MI 49849

and

CATHY M. ARGALL
1088 Highland Drive
Ishpeming, MI 49849,

Defendants.

Plaintiff, by its attorneys, Everson, Whitney, Everson & Brehm, S.C., pursuant to Fed. R. Civ. P. 15(a)(1)(b) and Civ. L. R. 15, and as and for its Complaint against the defendants, alleges and shows to the Court as follows:

JURISDICTION

1. Plaintiff, U.S. Venture, Inc. ("U.S. Venture"), is a Wisconsin corporation, with a principal place of business located at 425 Better Way, Appleton, Wisconsin 54915, and is in the business, among other things, petroleum and petroleum products.

2. That the defendant, PCBM Management Company d/b/a Country Mart ("PCBM") is a foreign corporation, with a principal place of business located at 1020 Country Lane, Suite 314, Ishpeming, Michigan. The registered agent for service of

process is Bradley Argall, 1020 Country Lane, Suite 314, Ishpeming, Michigan.

3. Upon information and belief, the defendant, Cathy Argall ("Argall"), is an adult resident of the State of Michigan, residing at 1088 Highland Drive, Ishpeming, Michigan 49849.

BREACH OF CONTRACT

4. On or about April 12, 2012, PCBM entered into a U.S. Oil Retailer Supply Agreement ("Agreement") with U.S. Venture.

5. That PCBM received petroleum and petroleum products pursuant to the Agreement.

6. That PCBM is in breach of contract as it has failed to pay for the petroleum and petroleum products pursuant to the Agreement.

7. That on April 12, 2012, Argall entered into and agreed to a Personal Guarantee as to all debts, obligations and liabilities of PCBM.

8. That as a result of the breach of contract U.S. Venture has sustained damages which include but are not limited to, rebates, lost profits, debranding costs in the amount of \$150,466.45.

9. That U.S. Venture has demanded payment from PCBM and Argall.

10. That to date, U.S. Venture has not received any payment from defendants.


11. That as Guarantor, Argall is obligated for any and all debts, obligations and liabilities of PCBM pursuant to the Personal Guaranty.

12. That to date, the amount due and owing to U.S. Venture is \$150,466.45, plus 18% interest pursuant to the Agreement.

WHEREFORE, the plaintiff demands judgment against the defendants as follows:

- a. Money damages in the amount of \$150,466.45;
- b. All costs and disbursements including attorney fees related to this action as provided by law;
- c. Statutory interest at the highest legal rate;
- d. Such other and further relief at law and equity as the Court may deem proper.

Dated November 16th, 2018.



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